

SPECIFICATIONS
And PLANS
FOR WELL #7 PUMP
INSTALLATION
IRONDALE WATER
WORKS SYSTEM

101 SOUTH 20TH STREET
IRONDALE, AL 35210

NOTICE TO BIDDERS

RE: Well #7 Pump Installation

Bids on the subject specification will be opened at the Irondale Water System located at 101 South 20th Street, Irondale, Alabama 35120, **10:00 o'clock a.m., Central Time** on _____ the _____, **2014**.

All Bids Shall Be Addressed To:

**Irondale Water System
101 South 20th Street
Irondale, AL 35120**

The outside of the envelope shall carry the identification:

Project NO.: 3-003-04

- (a) Well #7 Pump Installation**
- (b) Sealed Bid - Not to be opened until
_____ o'clock a.m., _____.**
- (c) Contractor's State License No.**

No bid may be withdrawn after the time for opening bids has passed. The Owner reserves the right to hold the bids for a period of Sixty (60) days after the date of receiving Bids.

PROPOSAL

**TO: IRONDALE WATER SYSTEM,
CITY OF IRONDALE, ALABAMA**

The undersigned, as bidder, has examined the Contract Documents entitled "WELL #7 PUMP INSTALLATION," and consisting of the following.

- (1) Bid Proposals and Bond Requirements.
- (2) Addenda
- (3) The Agreement.
- (4) Performance Bond, Labor and Materials Bond.
- (5) Specifications
- (6) Plans

The undersigned further states that he has examined the site of the work and is fully informed as to all the conditions under which the work is to be performed.

The undersigned agrees to start work with an adequate force and equipment on a date to be specified in the agreement and to diligently prosecute it so as to complete it within a period of Ten (45) Consecutive Working Days. The Bidder further agrees to pay, as liquidated damages, the sum of \$250.00 for each consecutive calendar day after the date set for completion of work.

He further agrees that the quantities shown below are approximate, being included for the purpose of determining the total value of his bid; and that the work shall be paid for only as and to the extent performed on the basis of the unit prices included in the bid.

The Bidder acknowledges receipt of the following Addenda:

N O T E:

IRONDALE WATER SYSTEM RESERVES THE
RIGHT TO REJECT ANY AND ALL BIDS:

In accordance with the above enumerated documents, the undersigned agrees to furnish labor, material and equipment as follows.

BID PROPOSAL
WELL #7 PUMP INSTALLATION

Date: 12/1/14

<u>Item</u>	<u>Approximate Quantities</u>	<u>DESCRIPTION</u>	<u>Unit Price</u>	<u>Total Price</u>
1.	1	Furnish and Install 1- 2000 gpm Vertical Turbine Pump, 10" Column, 10" Discharge Head, Stainless Steel Shaft, Retainer Bearings, 125 HP Motor, 1" PE Airline, Anchor Bolts, Grout, And Miscellaneous Items in Accordance with Plans and Specifications;	Per L.S.	42,694.00
				42,694.00
2.	5	Furnish and Install Class "A" Concrete for Pump Base;	Per C.Y.	100.00
				500.00

TOTAL BID PROPOSAL: \$ 43,194.00

Contractor's State License NO.: 18143

Respectfully submitted,

Address of Principal Office: 7440 Cahaba Valley Road,
Birmingham, AL. 35242

(Contractor, Partnership, Corporation)

By: 

Its: Operations Manager

BONDS:

1. Bidders submitting proposals with a total bid price of the work that equals or exceeds \$20,000.00 must submit with his bid proposals, a **"Bid Bond"** or **"Certified Check"** made payable to Irondale Water System in an amount of not less than five percent (5%) of the total amount of his proposal, but not in excess of \$10,000.00, as guaranty that, if awarded a contract, the bidder will execute the required contract and furnish the required surety bonds within the (10) days after the date of notice of such award. Should the bidder fail to execute the contract and/or provide satisfactory bonds within the required period, the amount of the **"Bid Bonds"** or **"Certified Checks"** will be used as compensation to offset the difference in the bid amount submitted by the next lowest acceptable bidder. **"Bid Bonds"** or **"Certified Checks"** submitted by unsuccessful bidders shall be returned to them by the Owner after sixty (60) days from the date of opening of bid proposals.
2. When the successful bidder's proposal equals or exceeds \$20,000.00 he will be required to furnish, as part of the construction contract, a **"Performance Bond"** for the full amount, (100%), of the contract and a **"Labor and Materials Bond"** in an amount of not less than fifty percent (50%) of the total amount of the contract, such bonds to be in the required form and to be executed by an approved surety company qualified to do business in the State of Alabama.
3. The **"Performance Bond"** and the **"Labor and Materials Bond"** executed in connection with the contract shall remain in full force and effect for the period of the guaranty, twelve (12) months from the date of final acceptance by Irondale Water System.

This Agreement made as of this the _____ day of _____, 20____, by and between
Irondale Water System, having its office in Irondale, Alabama, (Hereinafter called "Owner") and
_____, a
_____, having its principal office at
_____, in
_____, (Hereinafter called "Contractor").

WITNESSETH:

In consideration of the mutual covenants, promises and agreements contained herein the parties hereto have agreed and do hereby agree as follows:

1. Agreement To Do Work: Time Of Commencement And Of Completion:

Contractor agrees to lay and/or completely construct, in accordance with the terms of the Agreement and the Contract Documents (as the Contract Documents are hereafter described and specified) that certain work which is described with particularity in the Specifications which are attached hereto and made a part hereof. Contractor agrees that he will commence the work within **Ten (10) Calendar Days** from the date of the signing of this Agreement, will thereafter continuously proceed with due diligence with the prosecution of the work, and that the same will be completed in accordance with the **Contract Documents** within **Ten (45) Consecutive Working Days** from the date of this Agreement.

2. Scope Of Work:

A. Contractor in installing and/or constructing the work shall perform all work and furnish all materials in accordance with the **Plans and Specifications** (except the furnishing of any materials required, which are to be supplied by the **Owner**, as provided in the Specifications), and shall do everything in and about, or which is required in connection with the work, by this agreement, the **Specifications and Plans**, all of which are attached hereto, constitute the entire contract of the parties and are collectively sometimes referred to in the Contract Documents as the "**Contract Documents**" or the "**Contract.**" The work required to be done, and the materials to be furnished by the Contractor in the Contract Documents are sometimes referred to in this Agreement and in the Contract Documents as the "**Work.**"

B. Contractor represents that he has all necessary authority to do business in the state of Alabama, and that he is fully qualified to do the work in accordance with the terms of this Contract.

3. Consideration:

A. The sum to be paid by the Owner to the Contractor for the work performed shall be (or shall be determined) as follows:

1. L.F. or Each: Payments of Items listed as L.F. or Each will be based upon the unit prices, as listed in the Quote Form, multiplied by the actual number of units installed.
2. Lump Sum: Payments of Items listed as Lump Sum will be based upon the Lump Sum price, as listed in the Quote form, multiplied by the actual number of units installed.

B. The prices specified in subsection A, above, shall be the entire remuneration of every kind or character to be paid to the contractor for the work performed and the furnishing of materials for the performance of the work as provided in the Contract Documents, except for extra work properly authorized.

4. Terms or Payment:

Contractor shall submit to the Owner, on or before the 5th day of each month, application for payment for work performed to the end of the preceding calendar month, and to the extent that the same shall be approved by Owner on or before the 20th day of each month pay Contractor **Ninety-Five (95) Percent** of the amount of money due the Contractor for work performed to the end of the preceding calendar month, less preceding payments. The remaining **Five (5) Percent** of each such monthly payment shall be retained by the Owner until final completion of the work, and until the work is tested and finally accepted by the Owner. Owner reserves the right to hold retainage until a time that Owner feels is sufficient for any problems to have occurred. After sufficient time is given for said problems, and contractor has corrected said problems, then Owner may release retainage. The **Five (5) Percent** retainage shall be deducted, Only, until the project is **Fifty (50) Percent** completed, at which point the Owner will no longer deduct any additional retainage, not to exceed \$10,000.00.

5. Final Acceptance:

Final payment shall not be made to the Contractor until the work has been completed to the satisfaction of the Owner and until the Contractor shall have complied with all of the provisions of the **Contract Documents**.

6. Exclusiveness of Contract And Contract Documents:

The Contract evidenced by this Agreement and the Contract Documents constitutes the sole agreement between the parties concerning the subject matter hereof and the execution of the work, and all prior negotiations, representations, contracts, or agreements are merged herein and canceled. No modifications, alterations, amendments, or abrogation's or any part of the Contract shall be binding upon either party unless in writing and executed by duly authorized officers of the parties hereto.

7. Non-assignability Of Contract Rights:

The Contract shall be binding upon the parties hereto, their successors and assigns, but it is distinctly understood and agreed that the Contractor shall not have the right to assign this Contract or any moneys due, or to come due hereunder, or any right, title or interest therein,

without written consent of the Owner, and it is distinctly understood and agreed that any assignment made contrary to the provisions of this article shall be null and void.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in duplicate in their respective names by their respective officers duly authorized thereunto.

IRONDALE WATER SYSTEM

(Contractor)

By: _____

Its: _____

ATTEST: _____

By: _____

Its: _____

ATTEST: _____

SECTION 11210

VERTICAL TURBINE PUMPS

PART 1 - GENERAL

1.1 SCOPE

- A. The Contractor shall furnish and install, as shown on the Plans and specified herein, one new high service vertical turbine pump and related accessories. The equipment shall conform to the detailed specifications which follow and shall include all of the services, tests, equipment and accessories as called for and as necessary for a complete and proper installation. All components of the pumps shall be furnished by one manufacturer.
- B. Codes, Specifications and Standards
Codes, specifications and standards referred to by number or title shall form a part of this specification to the extent required by the reference thereto. Latest revisions as of the date of bid opening shall apply, unless otherwise shown or specified.
- C. Definitions
 - 1. AISI - American Iron & Steel Institute
 - 2. ASTM - American Society for Testing Materials
 - 3. NEMA - National Electrical Manufacturer's Assoc.
 - 4. NEC - National Electric Code
 - 5. ICEA - Insulated Cable Engineers Association

1.2 Quality Assurance

- A. The pumping unit manufacturer shall perform the following tests:
 - 1. Test each pump for mechanical and electrical correctness.
- B. Perform field tests specified in this section

1.3 SUBMITTALS

- A. Pump curve meeting the requirements specified.
- B. Shop Drawings: Indicate dimensions, weights, and placement of anchor bolts and piping.
- C. Product Data: Provide component sizes, rough-in requirements and installation requirements.
- D. Manufacturer's Installation Instructions: Indicate assembly and support requirements.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. The Contractor shall be responsible for the delivery, storage and handling of products.
- B. Promptly remove damaged products from the job site. Replace damaged products with undamaged products.

1.5 OPERATION AND MAINTENANCE DATA

- A. Operation Data: Indicate frequency of lubrication and maintenance required.
- B. Maintenance Data: Include installation instructions, spare parts lists, lubrication to be used, and exploded assembly views.

1.6 EQUIPMENT GUARANTEE

All of the equipment furnished for this project under these specifications shall be new and unused, and shall be protected by the full warranty of the manufacturer. Pumps shall be warranted for 1 year from the date of acceptance by Owner. Any piece of equipment demonstrating defects in workmanship or materials will be repaired or replaced without cost to or obligation of the Owner.

1.7 EXPERIENCE CLAUSE

The pump manufacturer shall have a minimum of 1,000 units of similar type pumps installed and operating for no less than 5-years in the United States.

PART 2 - PRODUCTS

2.1 PERFORMANCE CHARACTERISTICS

- A. One (1) high service turbine pump will be provided as outlined herein and as shown on the Plans. The pump will have performance characteristics as follows:
 - 1. Design Capacity and Head – 2000 GPM @ 174 TDH
 - 2. Minimum Efficiency at Design Point – 83%
 - 3. Maximum Pump Speed – 1770 RPM
 - 4. Minimum Drive HP - 125 HP
 - 5. Maximum Number of Stages 8
 - 6. Maximum Pump Size -14 inch
 - 7. Pump Set (Bottom) - 200'

2.2 ACCEPTABLE MANUFACTURER

- A. Goulds
- B. Layne – Christensen

2.3 PUMP CONSTRUCTION

- A. The pump will be of the vertical multistage turbine type, to consist of a cast iron discharge head assembly, vertical hollow shaft motor, discharge column shafting, and maximum 8 stage bowl assembly. Pump shall be designed to utilize the pumped media as lubricant for the shaft bearings.
- B. Each pump bowl assembly shall consist of a suction bell, bowls, impellers, impeller shaft, bearings, wear rings, and any additional items necessary for satisfactory operation. Suction bells shall be constructed for Class 30 cast iron and machined for bolting to the bowls. The suction bells shall have a smooth bell shaped entrance as a waterway to the impellers, and shall incorporate an integrally cast suction manifold bearing housing with an SAE 660 bronze bearing.
- C. Pump bowls shall be constructed of close grained cast iron, and shall be provided with integrally cast diffusion vanes. The bottom bowl shall be machined to bolt to the suction bell. Bowls shall be equipped with a combination SAE 660 bronze and neoprene bearing, arranged in such a way that the impeller shaft is supported above and below each impeller. A SAE 40 bronze wear ring shall be provided in each bowl assembly, as well as a lateral bowl wear ring. The lateral wear ring required shall be constructed of neoprene with steel core to provide long life and ease of replacement. Pumps

which do not incorporate the specified lateral wearing ring shall not be acceptable. Each bowl interior shall be enameled to provide smooth passage of water and increase efficiency. Bowls shall be capable of withstanding 385 psi internal pressure.

- D. Impellers shall be enclosed type, constructed of SAE 40 bronze, dynamically and statically balanced. The impeller vanes shall be machined to match the contours of the suction bell, and also the contours of the series case. Impellers shall be secured to the impeller shaft by means of ASTM A582 Grade 416 stainless steel taper locks. Impeller diameter must not exceed the maximum trim diameter shown on the manufacture's published standard performance curve. Special or modified impellers will not be considered acceptable.
- E. The impeller shall be securely fastened to the bowl shaft with taper collets of ASTM A582, Grade 416 stainless steel. Bowl shaft shall be of sufficient diameter to transmit the pump horsepower with a liberal safety factor and rigidly support the impellers between the bowl or case bearings. The bowl shaft material shall be high chrome stainless steel of ASTM A276, Grade 416.
- F. The column assembly shall be of the type designed for fresh water lubrication. The column pipe shall be fabricated of Schedule 40, carbon steel, 10 inches in diameter. Column sections shall be joined by means of threaded pipe couplings. The ends of the column sections will be squared for a perfect butt fit and proper alignment of the shaft retainer bearings. Retainer bearings shall be 304 stainless steel, with rubber EPDM line shaft bearings. The column sections shall butt tightly against the spider bearing at all column connections to prevent leakage. Retainer bearings shall be spaced so to prevent shaft "whip". Maximum length of one column section shall be ten feet.
- G. Line shafting shall be fabricated of Grade 416 stainless steel, ground and polished. All shafting sections shall be connected by means of 416 stainless steel couplings. Shafting size shall be determined by the calculated thrust characteristics of the particular pump bowl under consideration but, shall in no case be less than 1 ½ inch in diameter, and shall be of adequate size to transmit the full motor horsepower without failure. Undersized shafting shall be basis for rejection of the pump. The pump supplier shall submit manufacturer's standard published data to verify shafting selection. Failure to verify the shaft sizing shall be basis for rejection of the equipment by the Owner.
- H. Motor shafting shall be of the same size as the pump shafting. Square threads will be provided in the motor shaft to facilitate the adjustment of the impeller clearance by means of an adjustment nut on top of the motor.
- I. A two piece top shaft shall be furnished to facilitate removal of the motor. The top shaft and the line shaft shall be joined by means of 416 stainless steel coupling.
- J. The pump discharge head shall be fabricated entirely of Class 30 cast iron, free of blow holes or irregularities. The head shall be suitable for floor mounting and shall be furnished with steel sole plate to facilitate future removal. The discharge head base shall be machined to accept the sole plate. A Class 30 cast iron flange shall accept the threaded discharge column and shall bolt to the underside of the head. A 10" Class 125 integral discharge flange shall be provided. The head shall have provisions for the mounting and securing of a vertical hollow shaft motor. The motor mounting flange shall be machined for a perfect fit and angular misalignment shall not be allowed.
- K. Lifting lugs shall be provided on the side of the discharge head, and shall be capable of supporting the entire weight of the pump. A ½ inch NPT drain, ¼" inch NPT pre-lube, and ¾ inch NPT gauge connection shall be provided in the discharge head. A pump discharge flange shall be provided and shall conform to CL 125 standard drilling for pipe flanges. The pump shaft shall be sealed at the discharge head by means of a balanced outside type mechanical seal to prevent leakage into the pump room.

- A. The pump will be driven by a 125 HP, 1800 RPM vertical hollow shaft motor suitable for operation on 480 volt 3 phase 60 hz service. The minimum efficiency of the motor shall be 94% and the minimum power factor shall be 86% at full load. The motor shall be an integral part of the pumping unit and shall be suitable for mounting as shown on the Plans for outside installation. The motor shall be sized that it will not be overloaded at any point on the pump performance curve. The motor shall be NEMA water proof type with copper windings and Class F insulation and shall have a minimum service factor of 1.15 and a Class B temperature rise.
- B. The motor shall have thrust bearings capable of carrying the dead weight of all rotating parts of the pump as well as the hydraulic thrust incurred during operation. The motor shall be suitable for two – step part winding starting. The motor will be the vertical hollow shaft, squirrel cage induction type, and shall conform to AIEE standards. The motor shall be equipped with a non-reverse coupling. A bronze nut on the top of the motor shall facilitate vertical adjustment of the impeller clearances in the pump bowls. The upper bearings in the motor shall be oil lubricated. A sight glass shall be provided in the motor housing to assist in visual inspection of the oil. The lower bearings shall be grease lubricated. The motor manufacturer will make provisions made to guard against the escape of lubricant.
- C. A thermal detection device shall be provided with the motor, and shall continuously monitor the stator temperature. Should his temperature exceed the manufacturer's recommended range, the device shall provide contact closure to be used to de-energize the motor. Manual reset of the motor thermal circuit shall be needed before operation can resume, and automatic reset of such circuits shall not be acceptable. Additional circuitry shall be provided to energize an alarm device should motor overheating occur. Data will be provided in the required submittals to describe and outline the installation of the detection device and its associated components.

2.5 PROTECTIVE COATING

The external surfaces of the discharge head will be prime painted prior to shipment. Motor shall be painted by the motor manufacturer with an enamel paint.

2.6 MISCELLANEOUS AND INCIDENTAL

- A. Data Plates: Pump shall be equipped with a data plate securely fastened to the pump that contains the manufacturer's name, pump size and type, serial number, pump speed, impeller data, capacity and head rating, and any other information.
- B. Instruction Manuals: Prior to start-up, 3 bound sets of operation and maintenance data in new condition shall be furnished to the Owner. Each set shall contain, but not necessarily limited to, equipment serial numbers, outline drawings, parts lists, assembly drawings, performance curves, test data, operating instructions and wiring diagrams and schematics, all as applicable to the respective parts. The covers shall be suitably marked for identification.
- C. The pumping unit described herein, comprising bowl assembly, column piping, bearings, shafting, discharge head, and accessories shall be the product of a single pump manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install pumps in accordance with the drawings, shop drawings and manufacturer's installation instructions.
- B. The pumps shall not be installed by forcing or springing.
- C. Examine each pump base and correct any irregularities.

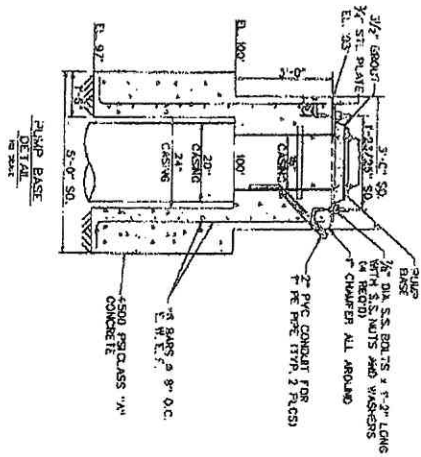
- D. Make certain that all bolts are correctly aligned.
- E. Align, adjust, and lubricate in accordance with the manufacturer's instructions.

3.2 FIELD QUALITY CONTROL

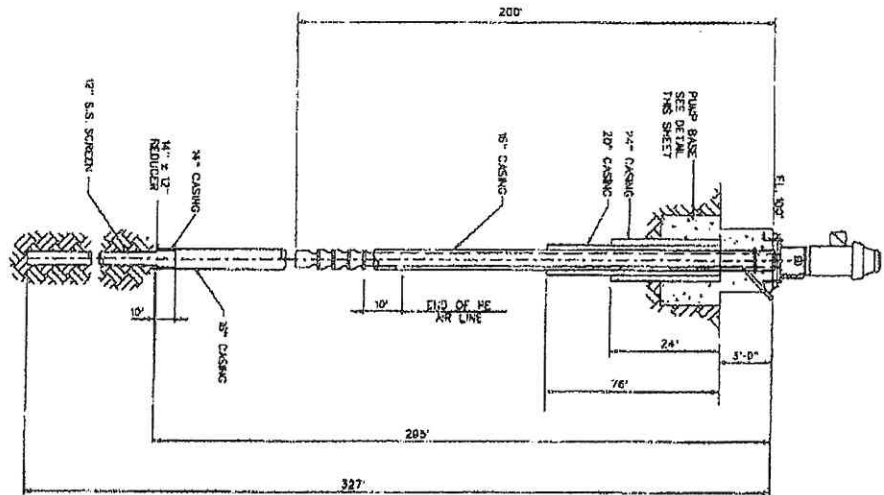
- A. Manufacturer's Service: Period of two (2) trips and two (2) working days each for a total of four (4) days to check the equipment installation, to supervise start-up, and to instruct operating personnel in the proper maintenance and operation of the equipment.
- B. Field test and calibrate pumps to demonstrate to the Owner's representative that pumps perform satisfactorily.
- C. Examine pump base, piping, and inlet well. Correct any irregularities prior to installation.

APPENDIX “A”

PLANS



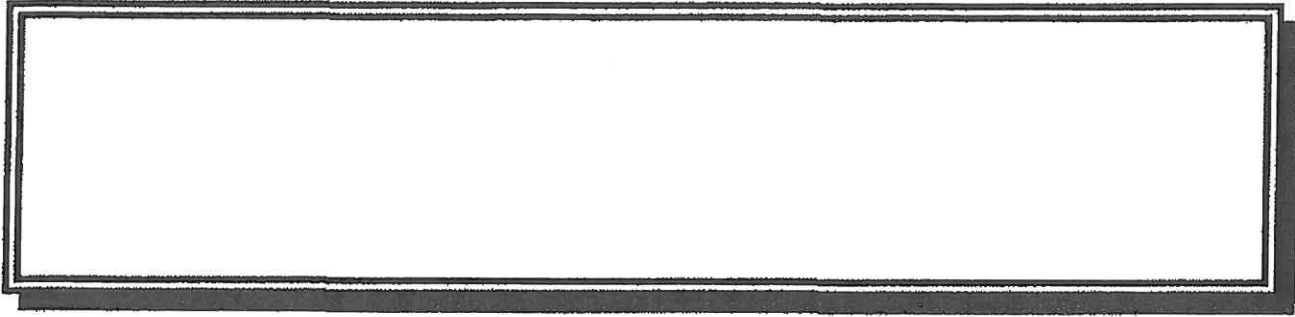
NOTE:
LENGTH OF CASING FOR PUMP BASE SHALL BE ADJUSTED BY CONTRACTOR



WELL #7 PUMP DETAIL

NO SCALE

Southern Utility Engineering LLC 880 Hunters Crossing Rd Odessa, FL 33572			
DESIGNED BUS	DRAWN BUS	CHECKED AS NOTED	DATE 9/28/14
APPROVED NO. N/A	CASING/DON	JOB NO. 1-2401	REFERENCE SHEET 1 OF 1



MERCHANTS BONDING COMPANYTM

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

Bid Bond

Bond Number: Bid Bond

CONTRACTOR:

(Name, legal status and address)

Morrow Water Technologies, Inc.

7440 Cahaba Valley Road

Birmingham AL 35242

OWNER:

(Name, legal status and address)

City of Irondale

101 South 20th Street

Irondale, AL 35210

BOND AMOUNT:

5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Well # 7 Pump and Installation; 101 South 20th Street

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)
A Corporation

2100 Fleur Drive, Des Moines, IA 50321-1158

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

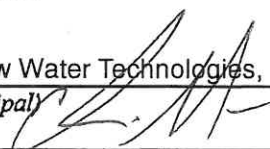
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

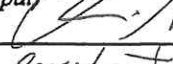
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of November, 2014

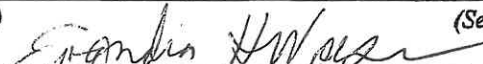

(Witness)

Morrow Water Technologies, Inc.

(Principal)  (Seal)

By: 
(Title) President

Merchants Bonding Company (Mutual)

(Surety)  (Seal)

By: 
(Title) Evondia H. Woessner Attorney-in-Fact

CON 0657 (6/12)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Alisa B Ferris; Evondia H Woessner; Jeffrey M Wilson; Mark W Edwards II; Robert R
Freel; Ronald B Giadrosich

of Birmingham and State of Alabama their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

EIGHT MILLION (\$8,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of August, 2014.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

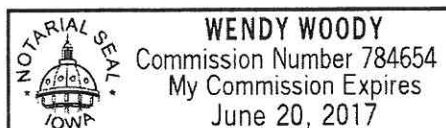
By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 4th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21 day of NOV., 2014.



William Warner Jr.
Secretary

STATE OF ALABAMA

BID LIMIT: E

LICENSE NO.: 18143

AMOUNT: 3,000,000.00

TYPE: RENEWAL



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

MORROW WATER TECHNOLOGIES, INC.

BIRMINGHAM, AL 35238

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

MU: MUNICIPAL AND UTILITY

until April 30, 2015 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

Charles A. Carter, Jr.

1st day of April, 2014

SECRETARY-TREASURER

CHAIRMAN

102887

MERCHANTS BONDING COMPANY™

MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

Bid Bond

Bond Number: Bid Bond

CONTRACTOR:

(Name, legal status and address)

Morrow Water Technologies, Inc.

7440 Cahaba Valley Road

Birmingham, AL 35242

OWNER:

(Name, legal status and address)

City of Irondale

101 South 20th Street

Irondale, AL 35210

BOND AMOUNT:

5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

Well # 7 Pump and Installation; 101 South 20th Street

SURETY:

(Name, legal status and principal place of business)

Merchants Bonding Company (Mutual)

A Corporation

2100 Fleur Drive, Des Moines, IA 50321-1158

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 21st day of November, 2014

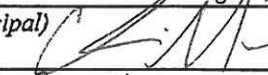

(Witness)

Morrow Water Technologies, Inc.

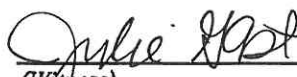
(Principal)

By:

(Title)


President

(Seal)

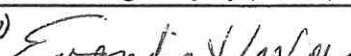

(Witness)

Merchants Bonding Company (Mutual)

(Surety)

By:

(Title)


Evondia H. Woessner

(Seal)

Attorney-in-Fact

CON 0657 (6/12)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Alisa B Ferris; Evondia H Woessner; Jeffrey M Wilson; Mark W Edwards II; Robert R
Freel; Ronald B Giadrosich

of Birmingham and State of Alabama their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

EIGHT MILLION (\$8,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 4th day of August, 2014.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

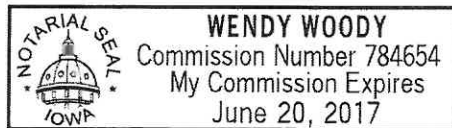
By

Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 4th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



Wendy Woody

Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 21 day of Nov, 2014.



William Warner Jr.
Secretary

STATE OF ALABAMA
Alabama Department of Environmental Management
THIS IS TO CERTIFY THAT

CHRISTOPHER E HAY
HAS MET THE REQUIREMENTS AND IS DULY LICENSED AS A
WATER WELL DRILLER

LICENSE NO. 7660 EXPIRES: 9/30/2015

ADEM


SIGNATURE OF DRILLER



Company ID Number: 519567

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Morrow Water Technologies, Inc (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed



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by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and



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Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo



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and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer



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uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-



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Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,



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whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with



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Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it



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determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.



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ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.



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D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



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To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Morrow Water Technologies, Inc	
Kenneth Buchanan	
Name (Please Type or Print)	Title
Electronically Signed	03/13/2012
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	03/13/2012
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	Morrow Water Technologies, Inc
Company Facility Address:	7440 Cahaba Valley Road
	Birmingham, AL 35242
Company Alternate Address:	
County or Parish:	SHELBY
Employer Identification Number:	63102183



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North American Industry Classification Systems Code:	333
Administrator:	
Number of Employees:	20 to 99
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">ALABAMA 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Nomie Calamusa	Fax Number:	
Telephone Number:	(205) 205 - 6680 ext. 238		
E-mail Address:	ncalamusa@BMECO.com		
Name:	Kenneth R Buchanan	Fax Number:	(206) 408 - 6690
Telephone Number:	(205) 408 - 6678		
E-mail Address:	kbuchanan@morrowwater.com		